

Vidya Amin

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

**WRIT PETITION (L) No. 1514 OF 2014
WITH
CHAMBER SUMMONS (ST.) No. 230 OF 2014 IN W.P.(L) No. 1514/2014
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CHAMBER SUMMONS (ST.) No. 232 OF 2014 IN W.P.(L) No. 1514/2014
WITH
CHAMBER SUMMONS (ST.) No. 233 OF 2014 IN W.P.(L) No. 1514/2014**

Nasere Begum Mohammed & Ors.	...	Petitioners
vs.		
Municipal Corporation for Greater Mumbai & Ors.	...	Respondents

Mr. Prashant Surve, Advocate for the petitioners.
Ms. Vandana Mahadik, Advocate for respondent nos. 1 and 2.
Mr. Y.K. Tiwari i/b. Mr. R.M. Yadav, Advocate for the respondent no. 3.

**CORAM : SMT. VASANTI A. NAIK &
C.V. BHADANG, JJ.
DATE : 12th February, 2015.**

P.C.

By this Petition, the petitioners challenge the notice under section 354 of the Mumbai Municipal Corporation Act dated 12th May, 2014 on the ground that the respondent/Corporation has not followed the procedure before issuance of the same. The petitioners also seek a permanent injunction restraining the respondent/Corporation from demolishing the building.

The petitioners claim to be the tenants in the building, which is the subject matter of the Writ Petition. According to the petitioners, the respondent no. 3/developer has executed agreements for providing permanent alternate accommodation to the petitioners till the property is redeveloped. It is stated that initially the respondent no. 3 was willing to grant an area of 300 sq.ft. in the redeveloped property, but now the said area has been illegally reduced to 200 sq.ft. It is stated that the petitioners would be entitled to an area of 300 sq.ft. and also permanent alternate accommodation. According to the petitioners, after the petitioners were ready for redevelopment, suddenly the Corporation issued the notice under section 354 of the Mumbai Municipal Corporation Act without taking necessary steps before the issuance of the same.

On hearing the learned counsel for the parties and on the perusal of the averments in the Writ Petition, it appears that the relief sought by the petitioners cannot be granted. The petitioners were ready for redevelopment and had also executed agreements with the respondent no. 3 in respect of the alternate accommodation to be provided to the petitioners till the petitioners are given possession of the premises in the redeveloped property. If the petitioners are ready for redevelopment, the petitioners cannot challenge the notice issued by the Corporation under section 354 of the Act. It appears that the petitioners have approached

this Court only because the respondent no. 3 has disagreed to give an area of 300 sq.ft. to each of the petitioners in the redeveloped property. This Court would not be in a position to consider and decide the disputed fact in regard to the alleged oral agreement between the petitioners and the respondent no. 3 in respect of an area of 300 sq. ft.

The counsel for the respondent no. 3, on instructions from the respondent no. 3 who is present in the Court today, states that the respondent no. 3 is ready to pay a sum of Rs.1,00,000/- to each of the petitioners towards security to obtain the premises from an outsider on leave and licence and a sum of Rs.10,000/- per month to each of the petitioners till the petitioners are given possession of the premises in the redeveloped property. The learned counsel for the respondent no. 3 makes a statement that the respondent no. 3 will handover the cheque for Rs.1,00,000/- and 12 post-dated cheques of Rs.10,000/- each to each of the petitioners at this stage, within a period of one week. We accept the statement made on behalf of the respondent no. 3 and the same would be binding on the respondent no. 3.

The learned counsel for the petitioners states, on instructions, that the petitioners would positively vacate the premises within a period of four weeks, as due to school exams, the petitioners are not in a position

to vacate the premises immediately. We accept this statement and the same would be binding on the petitioners.

With the aforesaid observations and directions, we dispose of the Writ Petition, with no order as to costs.

The learned counsel for the petitioners seeks permission to withdraw the Chamber Summons. Permission is granted. The Chamber Summons are disposed of.

(C.V. BHADANG, J.)

(VASANTI A. NAIK, J.)